

BILL NO. S-76-09-29

SPECIAL ORDINANCE NO. S-168-76

AN ORDINANCE approving a contract with Executone of Fort Wayne, Inc., for a Sound System, Miller Equipment Company, for casework, and Sears, Roebuck & Company, for carpeting, for the New Senior Citizen Center.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated August 26, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Executone of Fort Wayne, Inc., for:

The installation of the sound system and related items in the New Senior Citizen Center, located at 300 Block, West Main Street, Fort Wayne, Indiana

for the amount of \$7,119.00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

That the contract dated August 26, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Miller Equipment Company, for:

The construction and installation of fixed laminated plastic casework and related items in the New Senior Citizen Center, located at 300 Block, West Main Street, Fort Wayne, Indiana

for the amount of \$10,371.25, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

That the contract dated August 26, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of

Public Works and Sears, Roebuck & Company, for:

The furnishing and installation of "Natural Hues" carpet, as manufactured by the Royal Scott Collection, in the New Senior Citizen Center, located at 300 Block, West Main Street, Fort Wayne, Indiana. Colors being Flannel (4780) and Palomino (4703)

for the amount of \$13,500.00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY.


CITY ATTORNEY

Read the first time in full and on motion by V. Schmidt, seconded by Hunter, and duly adopted; read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the day of , 197 , at o'clock P.M., E.S.T.

Date: 9/28/76 Charles W. Whitbourne
CITY CLERK

Read the third time in full and on motion by Burns V. Schmidt, seconded by Talarico Hinga, and duly adopted, placed on its passage. Passed ~~(first)~~ by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT | TO-VOTE |
|-------------|----------|---------------|---------------|---------------|---------------|
| TOTAL VOTES | <u>9</u> | <u>0</u> | <u> </u> | <u> </u> | <u> </u> |
| BURNS | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| HINGA | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| HUNTER | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| HOSES | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| RUCKOLS | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| SCHMIDT, D. | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| SCHMIDT, V. | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| STIER | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| TALARICO | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |

DATE: 10/12/76 Charles W. Whitbourne
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Amending Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution, No. 5-168-76 on the 12th day of October, 197

ATTEST: (SEAL)

Charles W. Whitbourne James Stier
CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of October, 1976, at the hour of 11 o'clock A. P., E.S.T.

Charles W. Whitbourne
CITY CLERK

Approved and signed by me this 14th day of October, 1976, at the hour of 3:00 o'clock P. P., E.S.T.

Robert E. Armstrong

Bill No. S-76-09-29

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with Executone of Fort Wayne, Inc., for a Sound System,
Miller Equipment Company, for casework, and Sears, Roebuck & Company, for
carpeting, for the New Senior Citizen Center

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Vivian G. Schmidt -- Chairman

William T. Hinga - Vice-Chairman

Winfield C. Moses, Jr.

John Nuckols

Samuel J. Talarico

Vivian G. Schmidt
William T. Hinga
Winfield C. Moses Jr
John Nuckols
Samuel J. Talarico

DATE 10-17-76 CONCURRED IN
CHARLES W. WEINERMAN, CITY CLERK

July 22, 1976

To: Board of Public Works
Henry Wehrenberg
Max Scott
Ethel LaMar

From: Richard W. Wismer

Re: "Review and Recommendation of the Bids on the Sound System and Its Installation
for the New Senior Citizen Center.

Dear Board Members:

After reviewing the bids that were received and read aloud at the 9th Floor meeting room of the Fort Wayne Board of Public Works on June 23, 1976 at 9:00 A.M., the following is my recommendation.

- 1) I recommend that the low bidder for the Sound System, Executone of Fort Wayne, Inc., be awarded the Sound System Contract, with a Principal Bid, and total Contract Price of \$7,119.00, all as according to the plans and specifications.

On July 19, our Electrical Engineer and I reviewed with Executone the Sound System which they bid for the project. After having reviewed the system we feel that it adequately meets the specifications, and will perform well.

- 2) BID TABULATION
Sound System and Installation
The Senior Citizen Center

| CONTRACTORS | PRINCIPAL BID | OTHER |
|----------------------------------|---------------|-------|
| Executone of Fort Wayne, Inc. | \$ 7,119.00 | |
| KLF Enterprises, Inc. | \$ 8,962.00 | |

Sincerely yours,

GRINSFELDER-McARDLE ASSOCIATES, INC.



Richard W. Wismer

RWW/bs

63-279-17 9/13/76 #6337

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made this Twenty-sixth day of August in the year of Nineteen
Hundred and Seventy-six.

BETWEEN the Owner: City of Fort Wayne, Indiana, represented by the
Fort Wayne Board of Public Works
One Main Street

and the Contractor: Fort Wayne, Indiana
Executone of Fort Wayne, Inc.
3706 South Calhoun Street
Fort Wayne, Indiana

the Project: Sound System in the New Senior Citizen Center,
300 Block, West Main Street
Fort Wayne, Indiana

the Architect: Grinsfelder-McArdle Associates, Inc.
903 West Berry Street
Fort Wayne, Indiana

The Owner and the Contractor agree as set forth below.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

The installation of the sound system and related items in the New Senior Citizen Center, located at 300 Block, West Main Street, Fort Wayne, Indiana.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced when general construction allows
its installation
and completed as required.

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of **Seven Thousand, One Hundred Nineteen Dollars and no/hundredths Dollars (\$7,119.00)**

(State here the lump sum amount, unit prices, or both, as desired.)

Principal Bid - \$7,119.00
No unit prices.

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the **last** day of each month **ninety (90%)** per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **ninety (90%)** per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site ~~or at some other location agreed upon in writing by the parties~~, up to **last** day of previous month days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to **(ninety 90%)** per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Applications for payment shall be submitted on the last day of the month for work completed during that month. Payments will be due and payable within approximately 30 days, but no later than 60 days.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect. All work must be approved and accepted by the Board of Public Works, and recommendation of the Architect before final payment is made.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

1. Drawings titled "A New Sound System for the New Senior Citizen Center, for the city of Fort Wayne, Indiana," dated May 28, 1976, sheets numbered:
SS-1- First floor level, symbols, details
SS-2- Second floor level
2. Specifications titled, "Specifications for Sound System for Senior Citizen Center," dated May 28, 1976, shall include title sheet, index, general conditions of the construction contract, supplementary general conditions of the construction contract, and technical specifications, Divisions 1 and 2.
3. Notice to Bidders - pages 1 and 2
4. Instructions to Bidders - pages 1 and 2
5. Architect's Bid Form - page 1
6. Certificates of Non-Segregated Facilities, City of Fort Wayne, pages 1 through 2
7. Federal Affirmative Action Bid Conditions, pages 1 through 22
8. Housing and Urban Development Documents - HUD 3200 "Federal Labor Standards Provisions" pages 1 through 10
9. Non-Collusion Affidavit DP 8 Page 1
10. Standard Questionnaire and Financial Statement for Bidders - Form 96a, Pages 1 through 15
11. Bid Bond
12. Performance Bond
13. Insurance Vouchers
14. The Contractor shall not assign any interest in this contract and not transfer any interest in the same (whether by assignment or novation) without prior written approval of Owner. Provided, however, that claims for money due or to become due to the Contractor from the Owner under this contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Notice of such assignment or transfer shall be promptly furnished to the Owner, and the Owner shall not be responsible for (See Attachment.)

This Agreement executed the day and year first written above.

City of Fort Wayne, Indiana
OWNER Represented by the
Board of Public Works

CONTRACTOR Executone of Fort Wayne, Inc.

Henry P. Wehrberg

Frederick N. Ellis

May 9, 1976

14. Continued.

the payment of any sum to any assignee or the Contractor until such time as it has received written notice of the notice or transfer.

It is understood and agreed by and between the Contractor and Owner that all sums payable under this agreement are only to be paid from funds provided for this project, and the contract is not a general obligation of the City of Fort Wayne or its Board of Public Works.

If, in the performance of this contract, there is any underpayment or non-payment for labor, services, materials and supplies, by Contractor, or any Subcontractor thereunder, the Owner shall withhold from the Contractor out of payments due it an amount sufficient to pay said underpaid or non-paid amounts. The amounts withheld shall be disbursed by the Owner for and on account of the Contractor or Subcontractor to the respective firms or persons to whom they are due and the Owner shall be given credit for such payments against payments due the Contractor or Subcontractor under this agreement. The Owner may also withhold all payments of amounts in dispute as to underpayment or non-payment until such notice of underpayment or non-payment from a supplier or laborer is released or withdrawn by such person or firm.

15. ARTICLE V, EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

15. Continued.

- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. Builder's Waiver of Right to Mechanic's Liens. The Builder for themselves and for all other persons or corporations who may perform labor or furnish materials, supplies, tools or equipment for the construction of the improvements described herein, or for work incidental to such construction, hereby waives and relinquishes all right to claim or file notice of a mechanic's lien upon said real estate or any part thereof or upon any buildings or improvements thereon. The Builder, for himself, and for all sub-contractors, journeymen, material-men, mechanics and laborers, and all other persons, firms and corporations, performing labor and furnishing materials or machinery for the construction of said building and appurtenances, does hereby agree that no lien or notice of lien shall in any event or circumstance whatever, attach to, or be claimed or filed against said building and appurtenances, or any part thereof, or against the real estate on which the same is located, or any part thereof; and in the event Builder shall fail to obtain the release of any liens filed, Builder shall indemnify, save and hold harmless Owners from any expenses incurred in obtaining the release of any such lien, including attorney fees.

63-187-6 7/7/76

June 25, 1976

To: Board of Public Works
Henry Wehrenberg
Max Scott
Ethel LaMar

From: Richard W. Wismer

Re: Review and Recommendation of the Bids on the Carpeting
and Casework Construction for the New Senior Citizen
Center.

Dear Board Members:

After reviewing the bids that were received and read aloud at the 9th floor meeting room of the Fort Wayne Board of Public Works on May 19, 1976 at 9:00 A.M., the following are my recommendations:

- 1) My first recommendation is that the low bidder for the Carpeting, Sears, Roebuck and Co., be awarded the Carpeting Contract, with a Principal Bid, and total Contract Price of \$13,500.00, all as according to the plans and specifications.

We reviewed the Voluntary Alternate Bid of Strahm, Inc. The carpet samples submitted by Strahm, Inc. did not match colors specified, and the manufacturer of the Alternate Bid carpet will not match special colors for the amount of carpeting required.

- 2) My second recommendation is that the Low Bidder for the Casework, Miller Equipment Company, be awarded the Casework Contract with a Principal Bid and Total Contract Price of \$10,371.25, all as according to the plans and specifications.

- 3) BID TABULATION
Carpeting and Installation
The Senior Citizen Center

Carpeting and Installation

| CONTRACTORS | PRINCIPAL BID | OTHER |
|-------------------------------------|---------------|---|
| Sears, Roebuck and Co. | \$13,590.00 | |
| Standard Carpetland U.S.A., Inc. | \$13,788.00 | |
| Strahn, Inc. | \$14,241.00 | Voluntary Alternate (Welco Endowment) - deduct \$1,400.00 |
| Dietrich Acoustic Co. | \$14,449.00 | |


- 4) BID TABULATION
Casework Construction
The Senior Citizen Center

Casework Construction

| CONTRACTORS | PRINCIPAL BID | OTHER |
|----------------------|---------------|-------|
| Miller Equipment Co. | \$10,371.25 | |
| Jensen Cabinet Co. | \$12,429.00 | |

Sincerely,

GRINSFELDER-MCARLLE ASSOCIATES


Richard W. Wisner

RWN/de

63-279-19 9/12/76

#6327

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made this Twenty-sixth day of August in the year of Nineteen
Hundred and Seventy-six

BETWEEN the Owner: City of Fort Wayne, Indiana, Represented by the
Fort Wayne Board of Public Works
One Main Street
Fort Wayne, Indiana

and the Contractor: Miller Equipment Company
6869 Mohawk Lane
Indianapolis, Indiana

the Project: Casework and its installation in the new Senior Citizen Center,
300 Block, West Main Street, Fort Wayne, Indiana

the Architect: Grinsfelder-McArdle Associates, Inc.
903 West Berry Street
Fort Wayne, Indiana

The Owner and the Contractor agree as set forth below.

APPROVED AS TO FORM AND LEGALITY

James J. Brader
CITY ATTORNEY

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

The construction and installation of fixed laminated plastic casework and related items in the new Senior Citizen Center, located at 300 Block, West Main Street, Fort Wayne, Indiana

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced when General Construction allows
its installation
and completed as required.

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of ten thousand, three hundred-seventy-one dollars and twenty-five/hundredths dollars (\$10,371.25)

(State here the lump sum amount, unit prices, or both, as desired.)

Principal bid - \$10,371.25

No unit prices.

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the last day of each month ninety (90%) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety (90%) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site ~~or at some other location agreed upon in writing by the parties~~, up to last day of previous month 4 days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety (90%) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Applications for payment shall be submitted on the last day of the month for work completed during that month. Payments will be due and payable within approximately 30 days, but no later than 60 days.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect. All work must be approved and accepted by the Board of Public Works, and recommendation of the Architect before final payment is made.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

1. Drawings titled "New Cabinetwork for the New Senior Citizen Center, for the City of Fort Wayne, Indiana," dated April 15, 1976, sheets numbered:
 - C-1- First floor level, second floor level
 - C-2- Cabinet Elevations
 - C-3- Cabinet Elevations, Cabinet Details
2. Specifications titled, "Specifications for Casework for Senior Citizen Center," dated April 15, 1976, shall include title sheet, index, general conditions of the construction contract, supplementary general conditions of the construction contract, and technical specifications, Divisions 1, 2, and 3.
3. Notice to Bidders - pages 1 and 2
4. Instructions to Bidders - pages 1 and 2
5. Architect's Bid Form - page 1
6. Certificates of Non-Segregated Facilities, City of Fort Wayne, pages 1 through 2
7. Federal Affirmative Action Bid Conditions, pages 1 through 22
8. Housing and Urban Development Documents - HUD 3200 "Federal Labor Standards Provisions" pages 1 through 10
9. Non-Collusion Affidavit DP 8 Page 1
10. Standard Questionnaire and Financial Statement for Bidders - Form 96a, Pages 1 through 15
11. Bid Bond
12. Performance Bond
13. Insurance Vouchers
14. The Contractor shall not assign any interest in this contract and not transfer any interest in the same (whether by assignment or novation) without prior written approval of Owner. Provided, however, that claims for money due or to become due to the Contractor from the Owner under this contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Notice of such assignment or transfer shall be promptly furnished to the Owner, and the Owner shall not be responsible (SEE ATTACHMENT)

This Agreement executed the day and year first written above.

City of Fort Wayne, Indiana
Represented by the
OWNER Board of Public Works

CONTRACTOR Miller Equipment Company

Henry P. McManis

Judith A. Miller Pastore

May G. Acosta

14. (Continued)

for the payment of any sum to any assignee or the Contractor until such time as it has received written notice of the notice or transfer.

It is understood and agreed by and between the Contractor and Owner that all sums payable under this agreement are only to be paid from funds provided for this project, and the contract is not a general obligation of the City of Fort Wayne or its Board of Public Works.

If, in the performance of this contract, there is any underpayment or non-payment for labor, services, materials and supplies, by Contractor, or any Subcontractor thereunder, the Owner shall withhold from the Contractor out of payments due it an amount sufficient to pay said underpaid or non-paid amounts. The amounts withheld shall be disbursed by the Owner for and on account of the Contractor or Subcontractor to the respective firms or persons to whom they are due and the Owner shall be given credit for such payments against payments due the Contractor or Subcontractor under this agreement. The Owner may also withhold all payments of amounts in dispute as to underpayment or non-payment until such notice of underpayment or non-payment from a supplier or laborer is released or withdrawn by such person or firm.

15. ARTICLE V, EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

15. (Continued)

- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by Law.
- g) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; PROVIDED, HOWEVER, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. **Builder's Waiver of Right to Mechanic's Liens.** The Builder for themselves and for all other persons or corporations who may perform labor or furnish materials, supplies, tools or equipment for the construction of the improvements described herein, or for work incidental to such construction, hereby waives and relinquishes all right to claim or file notice of a mechanic's lien upon said real estate or any part thereof or upon any buildings or improvements thereon. The Builder, for himself, and for all sub-contractors, journeymen, material-men, mechanics and laborers, and all other persons, firms and corporations, performing labor and furnishing materials or machinery for the construction of said building and appurtenances, does hereby agree that no lien or notice of lien shall in any event or circumstance whatever, attach to, or be claimed or filed against said building and appurtenances, or any part thereof, or against the real estate on which the same is located, or any part thereof; and in the event Builder shall fail to obtain the release of any liens filed, Builder shall indemnify, save and hold harmless Owners from any expenses incurred in obtaining the release of any such lien, including attorney fees.

63-187-6 7/7/76

June 25, 1976

To: Board of Public Works
Henry Wehrenberg
Max Scott
Ethel LaMar

From: Richard W. Wismer

Re: Review and Recommendation of the Bids on the Carpeting
and Casework Construction for the New Senior Citizen
Center.

Dear Board Members:

After reviewing the bids that were received and read aloud at the 9th floor meeting room of the Fort Wayne Board of Public Works on May 19, 1976 at 9:00 A.M., the following are my recommendations:

- 1) My first recommendation is that the low bidder for the Carpeting, Sears, Roebuck and Co., be awarded the Carpeting Contract, with a Principal Bid, and total Contract Price of \$13,500.00, all as according to the plans and specifications.

We reviewed the Voluntary Alternate Bid of Strahm, Inc. The carpet samples submitted by Strahm, Inc. did not match colors specified, and the manufacturer of the Alternate Bid carpet will not match special colors for the amount of carpeting required.

- 2) My second recommendation is that the Low Bidder for the Casework, Miller Equipment Company, be awarded the Casework Contract with a Principal Bid and Total Contract Price of \$10,371.25, all as according to the plans and specifications.

- 3) BID TABULATION
Carpeting and Installation
The Senior Citizen Center

Carpeting and Installation

| CONTRACTORS | PRINCIPAL BID | OTHER |
|-------------------------------------|---------------|--|
| Sears, Roebuck and Co. | \$13,590.00 | |
| Standard Carpetland U.S.A., Inc. | \$13,788.00 | |
| Strahn, Inc. | \$14,241.00 | Voluntary Alternate (Welco Endowment)- deduct \$1,400.00 |
| Dietrich Acoustic Co. | \$14,448.00 | |

- 4) BID TABULATION
Casework Construction
The Senior Citizen Center

Casework Construction

| CONTRACTORS | PRINCIPAL BID | OTHER |
|----------------------|---------------|-------|
| Miller Equipment Co. | \$12,371.25 | |
| Jensen Cabinet Co. | \$12,429.00 | |

Sincerely,

GRINSFELDER-MCARBLE ASSOCIATES



Richard W. Wisner

RMN/DE

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made this Twenty-sixth day of August in the year of Nineteen
Hundred and Seventy-six

BETWEEN the Owner: City of Fort Wayne, Indiana, Represented by the
Fort Wayne Board of Public Works
One Main Street
Fort Wayne, Indiana

and the Contractor: Sears, Roebuck and Company
3702 S. Clinton Street
Fort Wayne, Indiana

the Project: Carpeting and its installation in the new Senior Citizen Center,
300 Block, West Main Street, Fort Wayne, Indiana

the Architect: Grinsfelder-McArdle Associates, Inc.
903 West Berry Street
Fort Wayne, Indiana

The Owner and the Contractor agree as set forth below.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for

(Here insert the caption descriptive of the Work as used on other Contract Documents.)

The furnishing and installation of "Natural Hues" carpet, as manufactured by the Royal Scott Collection, in the new Senior Citizen Center, located at 300 Block, West Main Street, Fort Wayne, Indiana. Colors being Flannel (4780) and Palomino (4703).

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced when General Construction allows its installation and completed no later than 10 days after commencing.

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of **Thirteen Thousand, Five Hundred Dollars and no/hundredths dollars (\$13,500.00)**

(State here the lump sum amount, unit prices, or both, as desired.)

Principal Bid - \$13,500.00
No unit prices

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the **last** day of each month **ninety (90%)** per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **ninety (90%)** per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site ~~or at some other location agreed upon in writing by the parties~~, up to last day of previous month days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to **ninety (90%)** per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Applications for payment shall be submitted on the last day of the month for work completed during that month. Payments will be due and payable within approximately 30 days.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect. All work must be approved and accepted by the Board of Public Works, and recommendation of the Architect before final payment is made.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

1. Drawings titled "A New Senior Citizen Center, for the City of Fort Wayne, Indiana", dated August 20, 1975, sheets numbered:
 - A-7- First floor plan
 - A-8- Second floor plan
 - A-24R - Room finish schedule
 2. Specifications titled "Specifications for Carpeting for Senior Citizen Center", dated May 3, 1976, shall include title sheet, index, general conditions of the construction contract, supplementary general conditions of the construction contract, and technical specifications, Divisions 1 and 2.
 3. Addendum #1, dated May 14, 1976
 4. Notice to Bidders - pages 1 and 2
 5. Instructions to Bidders - pages 1 and 2
 6. Architect's Bid Form - page 1
 7. Certificates of Non-Segregated Facilities, City of Fort Wayne, pages 1 through 2
 8. Federal Affirmative Action Bid Conditions, pages 1 through 22
 9. Housing and Urban Development Documents - HUD 3200 "Federal Labor Standards Provisions" Pages 1 through 10
 10. Non-Collusion Affidavit DP page 1
 11. Standard Questionnaire and Financial Statement for Bidders - Form 96a, Pages 1 through 15
 12. Bid Bond
 13. Performance Bond
 14. Insurance Vouchers
 15. The Contractor shall not assign any interest in this contract and not transfer any interest in the same (whether by assignment or novation) without prior written approval of Owner. Provided, however, that claims for money due or to become due to the Contractor from the Owner under this contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Notice of such assignment (SEE ATTACHMENT)
- This Agreement executed the day and year first written above.

City of Fort Wayne, Indiana

OWNER

Represented by the
Board of Public Works

CONTRACTOR

Sears, Roebuck and Company

15. (Continued)

or transfer shall be promptly furnished to the Owner, and the Owner shall not be responsible for the payment of any sum to any assignee or the Contractor until such time as it has received written notice of the notice or transfer.

It is understood and agreed by and between the Contractor and Owner that all sums payable under this agreement are only to be paid from funds provided for this project, and the contract is not a general obligation of the City of Fort Wayne or its Board of Public Works.

If, in the performance of this contract, there is any underpayment or non-payment for labor, services, materials and supplies, by Contractor, or any Subcontractor thereunder, the Owner shall withhold from the Contractor out of payments due it an amount sufficient to pay said underpaid or non-paid amounts. The amounts withheld shall be disbursed by the Owner for and on account of the Contractor or Subcontractor to the respective firms or persons to whom they are due and the Owner shall be given credit for such payments against payments due the Contractor or Subcontractor under this agreement. The Owner may also withhold all payments of amounts in dispute as to underpayment or non-payment until such notice of underpayment or non-payment from a supplier or laborer is released or withdrawn by such person or firm.

16. ARTICLE V, EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the

16. (Continued)

Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

17. **Builder's Waiver of Right to Mechanic's Liens.** The Builder for themselves and for all other persons or corporations who may perform labor or furnish materials, supplies, tools or equipment for the construction of the improvements described herein, or for work incidental to such construction, hereby waives and relinquishes all right to claim or file notice of a mechanic's lien upon said real estate or any part thereof or upon any buildings or improvements thereon. The Builder, for himself, and for all sub-contractors, journeymen, material-men, mechanics and laborers, and all other persons, firms and corporations, performing labor and furnishing materials or machinery for the construction of said building and appurtenances, does hereby agree that no lien or notice of lien shall in any event or circumstance whatever, attach to, or be claimed or filed against said building and appurtenances, or any part thereof, or against the real estate on which the same is located, or any part thereof; and in the event Builder shall fail to obtain the release of any liens filed, Builder shall indemnify, save and hold harmless Owners from any expenses incurred in obtaining the release of any such lien, including attorney fees.

TITLE OF ORDINANCE SPECIAL ORDINANCE-Contracts on Senior Citizen Center Materials and
Furnishing
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Contracts have been awarded for Senior Citizen Projects as follows

Executone of Fort Wayne For Sound System \$ 7,119.00

Sears Roebuck & Company For Carpeting 13,500.00

Miller Equipment Company For Casework 10,371.25

Low bids were accepted on these items as recommended by Grinsfelder-McArdle
Associates, Inc., the architect for the project.

(SEE ATTACHED FOR BID TABULATIONS)

EFFECT OF PASSAGE Provision of needed materials for the Center

EFFECT OF NON-PASSAGE Inability to complete project per plans

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Total of \$30,990.25 to be
paid from Revenue Sharing Funds allocated to the project.

ASSIGNED TO COMMITTEE

Finance Committee